

\$1,332,942.25

BID OF Speedway Sand & Gravel, Inc

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Pressure Zone 4 Interstate Crossing

CONTRACT NO. 9593

PROJECT NO. 15165-86-179

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Apr 21, 2026

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PRESSURE ZONE 4 INTERSTATE CROSSING
CONTRACT NO. 9593**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1

SECTION B: PROPOSAL SECTIONB-1

SECTION C: SMALL BUSINESS ENTERPRISE C-1

SECTION D: SPECIAL PROVISIONS D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1

SECTION F: BEST VALUE CONTRACTINGF-1

SECTION G: BID BOND G-1

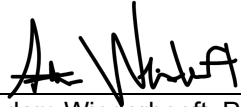
SECTION H: AGREEMENT H-1

SECTION I: PAYMENT AND PERFORMANCE BONDI-1

AVAILABLE IN BID EXPRESS:
Attachment A - TC Energy Engineering Guidelines

This Proposal, and Agreement have
been prepared by:

**MADISON WATER UTILITY
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**

 03/09/2026

Adam Wiederhoeft, P.E.
Design & Construction Engineer
Madison Water Utility

ARW:arw

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	PRESSURE ZONE 4 INTERSTATE CROSSING
CONTRACT NO.:	95939593
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (10:00 A.M.)	03/26/2026 See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	03/26/2026
BID SUBMISSION (2:00 P.M.)	04/02/2026
BID OPEN (2:30 P.M.)	04/02/2026
PUBLISHED IN WSJ	03/12/2026 & 03/19/2026 & 03/26/2026

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Isaac Gabriel at (608) 267-1197, or Kyle Frank at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Hydro Excavating
- 243 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration (Certification required, See Section III & provide a minimum of 3 references)
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

- 265 Retaining Walls, Precast Modular Units
- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285 Sewer Lining
- 290 Sewer Pipe Bursting
- 295 Soil Borings
- 300 Soil Nailing
- 305 Storm & Sanitary Sewer Laterals & Water Svc.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402 Building Automation Systems
- 403 Concrete
- 404 Doors and Windows
- 405 Electrical - Power, Lighting & Communications
- 410 Elevator - Lifts
- 412 Fire Suppression
- 413 Furnishings - Furniture and Window Treatments
- 415 General Building Construction, Equal or Less than \$250,000
- 420 General Building Construction, \$250,000 to \$1,500,000
- 425 General Building Construction, \$1,500,000 to \$10,000,000
- 426 General Building Construction, over \$10,000,000
- 428 Glass and/or Glazing
- 429 Hazardous Material Removal
- 430 Heating, Ventilating and Air Conditioning (HVAC)
- 433 Insulation - Thermal
- 435 Masonry/Tuck pointing

- 437 Metals
- 440 Painting and Wallcovering
- 445 Plumbing
- 450 Pump Repair
- 455 Pump Systems
- 460 Roofing and Moisture Protection
- 464 Tower Crane Operator
- 461 Solar Photovoltaic/Hot Water Systems
- 465 Soil/Groundwater Remediation
- 466 Warning Sirens
- 470 Water Supply Elevated Tanks
- 475 Water Supply Wells
- 480 Wood, Plastics & Composites - Structural & Architectural
- 499 Other _____

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture

State of Wisconsin Certifications (continued)

- 7 Pesticide application (Certification for Commercial Applicator for Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.
- 9 Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 Other:

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at <https://www.cityofmadison.com/civil-rights/contract-compliance>.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

PRESSURE ZONE 4 INTERSTATE CROSSING CONTRACT NO. 9593

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

Work under this contract generally consists of installing 6-inch, and 12-inch ductile iron water main, fittings, valves and hydrants by open-cut and/or horizontal directional drilling methods and installing 16-inch water main and fittings by horizontal directional drilling methods. The total water main installation comprises approximately 3600-LF of new pipe.

The new 12-inch ductile iron water main installation is located within the Yahara Hills Park (West), southeast of Savannah Road. The 12-inch water main connects to the existing water main on Savannah Road and extends just north of Interstate 90, all within the City of Madison right-of-way (ROW).

The 16-inch horizontal directional drilling (HDD) installation runs for approximately 900-LF from the proposed water main just north of I-90 to the proposed water main installed south of the unnamed creek located within easement doc #3877925. A separate tracer wire will be installed alongside the water main to aid in underground location.

New 12-inch ductile iron water main will be installed by either open-cut methods OR HDD (depending on the contractor's preference) from south of the unnamed channel and connect to the existing water main stub located just north of Secret Garden Dr. Additional 6-inch ductile iron connections will be installed at various locations as indicated on the plans.

Additionally, work under this contract shall generally include:

- Implementation of the approved Erosion Control Plan.
- Implementation of the approved Traffic Control Plan.
- Installation of ductile iron water main and associated pavement patching.
- Restoration and matting of all disturbed areas.
- Berm removal and replacement.
- Miscellaneous concrete and asphalt pavement replacement and restoration.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve conflicts during the construction process. It will also be the responsibility of the Contractor to work with the City of Madison Parks Division to minimize the impact to, and the public use of, Yahara Hills Park (West) during construction and restoration activities.

SECTION 104.6**INCREASED OR DECREASED QUANTITIES**

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items for sidewalk and curb removal and replacement may increase or decrease based on conditions encountered in the field. Increases to these estimated quantities must be approved by Engineer prior to installation in order to be considered for payment beyond the authorized bid quantity amount.

Note that Bid Items such as 50202 – TYPE II DEWATERING, and 90004 – GROUND PROTECTION MATTING, are not anticipated to be required unless atypically wet ground conditions are present during construction. In order for TYPE II DEWATERING or GROUND PROTECTION MATTING to be considered eligible for compensation, the Contractor must first obtain prior approval from the engineer in writing before implementing either of these items, unless the Contractor elects to implement these items incidentally for their convenience.

SECTION 105.1**AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

SECTION 105.12**COOPERATION BY THE CONTRACTOR**

A permanent utility easement is required prior to constructing proposed improvements located North of the unnamed channel and South of I-90 to cross privately owned property. Additionally, temporary construction easements are being acquired to improve site access and constructability in areas located along the existing utility easement located south and west of the Interstate Highway. It is anticipated that the easement will be finalized prior to the preconstruction meeting. In the event of delay associated with easement acquisitions, the Engineer will enter into negotiations with the Contractor to extend the allowable construction duration, and potentially authorize bid price adjustments by change order, if warranted.

The Contractor shall use care around existing plantings, fences, walls, bridges, curb and gutter, guard rail and medians that are not indicated on the plans for removal. Damage to these items during construction shall be repaired or replaced at the Contractor's expense.

Utility Coordination

The Contractor may need to support the existing utilities while installing the new water main included in this contract. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of the new water main.

TC Energy

Jason Jensen; cell # (608) 449-4640

Ho-Chunk Nation

Leon Topping; office # (608) 223-9576 ext. 23566

Dan Brown; office # (608) 223-9576 ext. 23538

Madison Parks Division

Adam Kaniewski; office # (608) 261-4281

Madison Gas and Electric (Electric)

Tony Sanfratello; office # (608) 931-1284

Matt Colvin; matt.colvin@mge.com

Madison Gas and Electric (Gas)

Roger Ahles; rahles@mge.com

Watchdog; mobile # (608) 444-9689

Veridian

Matt Brink; mbrink@veridianhomes.com; mobile # (608) 444-9689

SECTION 105.13

ORDER OF COMPLETION

Prior to beginning construction operations, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all major construction operations, conforming to the requirements as provided in Section 109.2, Prosecution of the Work.

SECTION 107.1

PUBLIC CONVENIENCE AND SAFETY

Project Limits

Under no circumstances shall the Contractor grade or otherwise disturb land beyond the portion of easement doc #3877925, Yahara Hills Park (West) indicated on the plan, public street right-of-way, or permitted areas of WisDOT Right-of-Way. Contractor shall always control his forces and that of his sub-contractors to prevent disturbance outside the construction limits.

Restore all disturbed areas to the satisfaction of Construction Inspector, Engineer or their designee. Restoration within the construction limits will be paid for under the appropriate bid items. Any areas outside those approved by the Construction Engineer that are disturbed shall be restored by the Contractor at his own expense.

If the Contractor fails to prevent disturbance outside the construction limits the Contractor shall, if requested by the Construction Engineer, clearly delineate the construction limits in the field with

construction fence or other means. The cost to install, maintain and remove such fencing or marking shall be considered incidental to Mobilization.

Trees

The Contractor shall make every effort to protect damage to any tree, including its below ground root system by taking care to avoid compacting the soil above.

Wetlands

Wetlands have been identified and delineated south of the interstate over the portion of the water main that will be installed. The wetland delineations are clearly shown on the plans. It is anticipated that a general permit will be finalized by the time of the preconstruction meeting. Follow all instructions and requirements of all applicable permits – see Special Provisions Section 108.2 – PERMITS for additional information.

Excavation and Earthwork

Reuse all excavated soil within the project limits.

All earthwork required for the maintenance and restoration of the berm located in Yahara Hills Park West, adjacent to the Ho-Chunk Casino, shall be covered under bid item 90002 TEMPORARILY REMOVE & REPLACE BERM. The contractor shall perform all necessary grading, excavation, and related earthwork activities required to restore and maintain the berm to its intended condition, as directed by the City.

The contractor is responsible for the removal of any brush within the project area. The contractor shall coordinate with the City's Park Division to ensure that all brush removal activities are performed in accordance with the City's specifications and guidelines. The costs associated with brush removal, including coordination with the City, are incidental to the contract, and no separate payment will be made for such work.

For trenches, it is the intention that native excavated materials be used as trench backfill, except for select bedding material where required and, where compaction requirements cannot be met using native materials. Directional drilling will generate slurry material which may be impacted by contamination due to contact with native soils or chemical mixture additives. Make provisions for impounding the drilling fluids or cuttings at or near the entry or exit pits. These fluids must not be discharged into any delineated wetlands, waterway or any other sensitive environment. Should the provisions for storage of the fluids or cuttings on site be exceeded, immediately suspend drilling until these materials can be removed from the site. These materials shall be handled and disposed of, and all associated restoration/cleanup shall be completed with no unnecessary delays, in accordance with WDNR regulations. This shall be done at no cost to the City of Madison. Upon completion of the bore, dispose of any drilling fluids or cuttings in accordance with all applicable WDNR regulations. All activities associated with storing, containing, handling, contamination testing, hauling and disposing of drilling fluids/cuttings or subsequent site restoration due to these activities shall be considered incidental to Bid Item 70013 – Horizontal Directional Drill 16-Inch Pipe.

Excess waste material generated from trench excavation (*due to pipe bedding or material failing to meet compaction requirements, as described above*) shall be stockpiled on site as directed by the Construction Inspector or Engineer. The stockpiles shall be adequately contained with silt fencing around the perimeter of the base and stabilized by application of polymer stabilization per the Standard Specifications, to the satisfaction of the Construction Inspector or Engineer. All costs associated with stockpiling excess material and subsequent polymer stabilization shall be considered incidental to the appropriate water main pipe & fittings installation bid items.

SECTION 107.7

MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development

Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

Two-way traffic on Savannah Rd shall be maintained at all times. When work is being done, a flagger shall be used to maintain both directions of traffic. When work is not being done, the work area shall be plated and fully open to traffic.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, reopening the road to through traffic for bus routing, and any change to bus stops. Madison Metro contact is MetroNotice@cityofmadison.com.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m.

to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-266-6585 or jnash@cityofmadison.com for questions on this spec.

SECTION 108.2 **PERMITS**

Madison Water Utility has submitted a City of Madison permit for site erosion control. Meet the conditions of the permit by properly installing and maintaining the erosion control measures shown on the plan, specified in these Special Provisions, or as directed by the Construction Engineer or designee. This work will be paid for under the appropriate contract bid items. Any required erosion control measures such as sweeping, dust suppression water/polymer is considered incidental to the contract. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has submitted a Wisconsin Department of Natural Resources (DNR) Water Resources Application for Project Permit (WRAPP) Construction Notice of Intent (NOI). Meet all conditions of the permit and be responsible for filing the Notice of Termination. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has received a Municipal Development Wetland Discharge General Permit from the DNR. Meet all conditions of the permit. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has submitted a request to disturb uncatalogued burial site under DA-0049/BDA-0302. Meet all conditions required from this permit. If, during the proposed ground disturbing activity, you encounter human remains, you must stop work at that location and contact our Wisconsin Historical Society (WHS) immediately for further coordination, and, in the event that human remains must be excavated and analyzed, for negotiation and execution of an appropriate contract. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has received a WisDOT Permit to Construct, Operate and Maintain Utility Facilities on Wisconsin Department of Transportation Railroad Property. All work within Wisconsin Department of Transportation (WisDOT) Railroad Property shall conform Trans 29 of the Wisconsin Administrative Code, and any special conditions of the Permit. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

All work associated with the installation of water main crossing TC Energy gas main shall be performed in accordance attachment A "Engineering Guidelines". No deviations from these guidelines will be permitted without written approval from both the Engineer and TC Energy. All coordination, scheduling, and communication with TC Energy regarding the crossing activities are considered incidental to the Contract. Be responsible for initiating and maintaining all necessary coordination efforts, including the submission of required documentation, notifications, and requests for inspection or monitoring, as specified in the guidelines. The Contractor shall employ construction methods that ensure the integrity of the TC Energy gas main is always maintained. Appropriate safety and protective measures shall be implemented per Attachment A.

Identify, obtain and pay for any additional permits needed for construction. All additional permit costs shall be considered incidental to the Mobilization bid item for the Contract.

HO-CHUNK NATION

The Contractor shall not, under any circumstances, utilize the Ho-Chunk parking lot located at 4002 Evan Acres Rd. Staging of equipment and materials will remain confined to the area designated on the plans, and shall not encroach Ho-Chunk's property. Coordinating staging and storage with Ho-Chunk shall fall solely on the contractor.

ARTICLE 207 SEEDING

Section 207.2 (A) SEED

Within the shown limits of the wetland, wetland seeding will be required. All other areas will require terrace seeding. See standard specifications & bid item 90001 – WETLAND SEEDING for approved mixes.

ARTICLE 701 WATER MAINS – GENERAL

Alternative Installation Proposals

This contract includes horizontal directional drilling installation methods for 16-inch water main. If the awarded Contractor elects to utilize equivalent horizontal directional drilling methods for other segments of the project as an alternative to open-cut installations as shown on the plan, he/she may propose alternative installation proposals to the Engineer for consideration. Alternative installation proposals may only commence with authorization from the Engineer in writing, otherwise installations shall be installed according to the latest revision of the Contract plans & specs.

PROVISIONS FOR WATER INSTALLATION

This project consists of the Contractor furnishing and installing 6-inch, and 12-inch ductile iron water main. No abandonment of the existing water main including water valves, water valve access structures, and/or hydrants is part of the plans. The project limits for the work to be done are as follows: open cut installation from existing water main in Savannah Rd north of the Ho-Chunk Casino parking lot to north of I-90; HDD from north of the interstate to south of the unnamed channel; open-cut or HDD south of the unnamed channel and connect to the stub north of Secret Garden Dr.

Prior to beginning water main construction, the Contractor shall meet the conditions of the City permit and the WDNR NOI permit by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or designees. This work will be paid for under the appropriate contract bid items, or, if appropriate items are not included in the contract, shall be paid for as Extra Work.

Contractor is to use care around existing trees, plantings, fences, walls, steps, driveways and structures that are not designated on the plans for removal. Damage to these items during construction shall be repaired or replaced at no cost to the City of Madison. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the City Engineer, the City Forester and the Parks Division. No grade change shall be made to Yahara Hills Park (West) without the written consent of the City of Madison Park Superintendent.

For an electronic copy of the complete geotechnical report or any other cited reports, e-mail Ryan Newman at rnewman@madisonwater.org.

View the sites prior to bidding and become familiar with existing conditions and utilities.

SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Madison Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.
- WN3 Existing service to be abandoned when water main is cut-off.
- WN4 Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
- WN5 Relocate the existing fire hydrant.
- WN6 Abandon water valve access structure.
- WN7 Furnish and install the new top section for the water access structure.
- WN8 Abandon the valve box.
- WN9 Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
- WN10 Remove and salvage existing hydrant.
- WN11 Replace the existing copper service with a new copper service.

BID ITEM SPECIAL PROVISIONS:

BID ITEM 21011 – CONSTRUCTION ENTRANCE

No vehicular access will be permitted on the existing paved sidewalk along the east side of Savannah Rd or west side of Secret Garden Dr, except to cross into the work area. Take care not to damage the existing concrete sidewalk during the project. Any damage to the existing sidewalk outside of those areas to be removed and replaced as designated on the plans shall be repaired at no expense to the City of Madison.

BID ITEM 70013 - HORIZONTAL DIRECTIONAL DRILL 16 INCH PIPE

In addition to the Standard Specifications, make provisions for impounding the drilling fluids or cuttings at or near the entry or exit pits. Should the provisions for storage of the fluids or cuttings on site be exceeded, suspend drilling until these materials can be removed from the site. These materials shall be handled and disposed of, and all associated restoration/cleanup shall be completed with no unnecessary delays, in accordance with WDNR regulations. This shall be done at no cost to the City of Madison. Upon completion of the bore, dispose of any drilling fluids or cuttings in accordance with all applicable WDNR regulations. All activities associated with storing, containing, handling, contamination testing,

hauling and disposing of drilling fluids or cuttings shall be considered incidental to Bid Item 70013 – HORIZONTAL DIRECTIONAL DRILL 16 INCH PIPE.

Utility line openings (ULOs) may be done as necessary to determine depth, size, location or any other relevant information regarding existing utilities that will be crossed by the directional drill installation. ULOs must be completed prior to beginning drilling operations to be considered for payment. Coordinate work under the requirements of the Standard Specifications Section 508.1(a), as well as the with the WisDOT Permit to Construct, Operate and Maintain Utility Facilities within WisDOT ROW. Coordinate any WisDOT ROW ULOs with the appropriate WisDOT Utility Coordinator prior to performing the work. Provide or arrange to have any necessary depth or elevation measuring tools required for the ULOs, which will be considered incidental to the payment under the Utility Line Opening bid item.

BID ITEM 90001– WETLAND SEEDING

DESCRIPTION:

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place wetland seeding as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction. Dormant native seeding shall occur between October 15, and January 31 to allow for stratification, see Article 207 of the standard specification for seeding information. Prior to application of seed, verify with the Project Engineer whether to seed with terrace seeding or wetland seeding.

Wetland Seed Mix shall be custom mixed from an approved native seed supplier.

Seed at the rate recommended by the manufacturer. The Project Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

Proposed substitutions shall be submitted one week prior to bid due date.

The native mix shall be as listed in the following table:

WETLAND SEED MIX		
GRASSES, SEDGES, RUSHES		
Botanical Name	Common Name	Oz/AC
Bromus ciliates	Fringed Brome	8.00
Calamagrostis canadensis	Bluejoint Grass	0.50
Carex bebbii	Bebb’s Sedge	2.00
Carex molesta	Troublesome Sedge	2.00
Carex scoparia	Broom Sedge	2.00
Carex stricta	Tussock Sedge	0.25
Carex vulpinoidea	Fox Sedge	2.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	American Manna Grass	2.00
Juncus dudleyii	Dudley’s Rush	0.125
Juncus effusus	Common Rush	0.50
Leersia oryzoides	Rice Cutgrass	1.00
Poa palustris	Fowl Bluegrass	2.00
Scirpus atrovirens	Green Bulrush	0.50
Scirpus cyperinus	Woolgrass	0.25
Spartina pectinata	Prairie Cordgrass	4.00

FORBS		
Botanical Name	Common Name	Oz/AC
Eupatorium perfoliatum	Boneset	0.75
Eutrochium maculatum	Spotted Joe-Pye Weed	1.00
Helenium autumnale	Sneezeweed	0.50
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.25
Lycopus americanus	American Water Horehound	0.50
Pycnanthemum virginianum	Virginia Mountain Mint	0.50
Solidago gigantea	Giant Goldenrod	0.25
Symphyotrichum lanceolatum	Lance-leaved Aster	0.50
Symphyotrichum novae-angliae	New England Aster	1.00
Symphyotrichum puniceum	Purple-stemmed Aster	1.00
Verbena hastata	Blue Vervain	1.00

METHOD OF MEASUREMENT:

Wetland Seeding shall be measured by the plan square yard quantity. Any increases or decreases in seeding shall be measured by the Contractor and verified by the Project Engineer.

BASIS OF PAYMENT:

Wetland Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 - TEMPORARILY REMOVE & REPLACE BERM

This bid item relates to proposed water main under the existing berm located within Yahara Hills Park. Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to temporarily remove and restore the berm to its existing conditions as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction.

Required materials to properly restore the existing berm include 1,550 S.Y. of erosion control matting, 1,550 S.Y. of terrace seeding, and backfilling the trench using native soil. Install erosion control matting, class 1, urban type a - organic, per 210.1(i) of the City of Madison’s Standard Specifications. For a typical cross-hatched area, see std. detail 1.02. Install terrace seeding consistent with article 210.1(j) & 207.3(d) of the City of Madison’s Standard Specifications.

BID ITEM 90003 - CONSTRUCTION STAKING

DESCRIPTION:

Be responsible for all surveying and staking required for layout, construction and accurate completion of the project in accordance with the plans or any field changes directed by the Engineer. This includes staking all objects shown in the plans, utilities, access, limits, lines, contours, bid items, additional control, and grades required for construction of the project. An AutoCAD (.dwg) file will be provided by the City upon request after a bid is selected and prior to construction. This also includes any topographic survey required to verify excavation and grades have been met. Be responsible for configuring the file to a usable format in order to set elevations, create nodes, alignments, or other useful data to facilitate surveying and staking.

The City of Madison shall provide initial local horizontal control (coordinates) and initial vertical control (benchmarks) for use during construction. Coordinate verification of the project layout and elevations with the City as requested or necessary. Contact the City surveyor assigned to this project at least 48 hours prior to requesting elevation checks of grades, Storm sewer SAS elevations and any finished grades

needed to be verified. If it is found during verification that the grading is not set to the correct limits, elevation, site/utilities are not laid out properly or material has not been removed continue grading/excavation, repairing the site until the correct elevations/layout are met at no additional cost to the City.

Use the established horizontal and vertical control points as provided by the City of Madison as initial control. There may be additional control needed for completion of the project. Additional control set shall be incidental to this bid item. Check for accuracy of the set control.

Orange construction and silt fence, as shown in the plans, shall be set prior to construction. This fence will be in place to protect the existing landscaping, trees, ground and vegetation on the site outside of the limits of disturbance and no disturbance, storage or stockpiling shall occur in that area.

METHOD OF MEASUREMENT:

Construction Staking shall be measured as a Lump Sum for all described above and construction surveying necessary for project completion throughout construction.

BASIS OF PAYMENT:

Construction Staking shall be paid for at the contract unit price, which shall be full compensation for all work, materials and incidental to complete the work described above.

BID ITEM 90004 – GROUND PROTECTION MATTING

DESCRIPTION:

GROUND PROTECTION MATTING may be required to support construction equipment when operating in designated wetland areas of the project, generally located south and west of the Interstate Highway crossing, if authorized by Engineer in writing. GROUND PROTECTION MATTING is not a permit requirement for working in the designated wetland areas, however in the event atypically wet and/or soft ground conditions may require matting in order to accommodate construction without excessive wetland disturbance.

This item consists of furnishing, placing, maintaining, and removing timber or plastic construction matting as specified to help protect existing soils during construction. Mats placement, if required, shall not be placed beyond the boundaries of the approved work and staging limits shown on the plans. Existing soils shall be protected to the extent feasible. Ground Protection Matting will only be considered as an applicable Contract pay item if authorized by Engineer in writing prior to installation.

Relevant permit conditions and approvals shall also be followed – see Special Provisions Section 108.2 – PERMITS for additional information on permit requirements. At a minimum, material and methods shall follow Army Corp of Engineers Best Management Practices:

<https://www.nae.usace.army.mil/Portals/74/docs/regulatory/StateGeneralPermits/MA/ConstructionMatBM/Ps.pdf>

MATERIALS, SUBMITTALS & CONSTRUCTION METHODS:

If Ground Protection Matting is authorized by the Engineer, material and methods shall be submitted to the Engineer for approval prior to installation. Submittal shall include a plan to show the proposed extent of matting, methods of preventing soil or other material from damaging the wetland areas, procedure for inspections, method of removal and cleaning, and location of cleaning.

The Ground Protection Matting shall be composed of heavy timbers or similarly durable synthetic materials joined together to form stable platforms installed over the surface of wetlands along the equipment routes of the project. Multiple layers of matting may be required to support construction equipment along some areas, if necessary.

Depending on site specific field conditions at the time of construction, multiple layers of Timber Mats and stringers may be necessary to support heavy equipment and to protect the underlying wetland.

Mats shall be verified clean by the Engineer prior to installation. Clean is defined as being free of plant matter (stems, flowers, roots, etc.), soil, or other deleterious materials prior to being brought to the project site.

Mats shall be spread evenly and smoothly to ensure direct contact with the soil at all points and placed parallel to the drainage flow direction. To the extent possible, mats shall be placed along the travel area so that individual boards are perpendicular to the direction of traffic. There shall be no gaps between the mats. Mats shall be placed on either side of wetland area to rest on firm ground whenever possible.

Sediment controls and stone or wood chip ramps may be installed to promote a smooth transition to and minimize sediment tracking onto the timber mats. Geotextile may be added beneath stone or wood chip transitions to facilitate removal, as necessitated by site or permit conditions.

Mats shall be monitored to assure that they are functioning correctly and shall be inspected for any defects or structural problems. Mats covered with soils or construction debris shall be cleaned and the materials removed and disposed of in an upland location. The material should not be scraped and shoveled into the resource area. Mats that become imbedded must be reset or layered to prevent mud from covering them or water passing over them. Worn timber or plywood used as a wearing surface shall be replaced as required and to the satisfaction of the Engineer.

Upon completion of construction, mats shall be removed. Matting should be removed by “backing” out of the site, removing mats one at a time. If rutting or soil compaction following construction mat removal is observed, the area shall be returned to pre-existing conditions consistent with the surrounding area, by light hand raking or by back-blading with machinery. Deeper ruts shall be graded using available, loose soil from the work area.

METHOD OF MEASUREMENT:

GROUND PROTECTION MATTING will be measured for payment by the square yard, complete in place, maintained and removed, limited to the area approved by the Engineer prior to installation. If additional matting is required, it must be approved by Engineer in writing prior to installation to be considered for payment. Overlapped matting will not be measured for payment.

BASIS OF PAYMENT:

GROUND PROTECTION MATTING will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, sediment barriers specific to matting, geotextile, stone, wood chips, cutting of existing vegetation, and incidental costs required to complete the work of installation, maintenance, removal, and restoration of soil and vegetation, if required.

BID ITEM 90005 - CONSTRUCT WATER MAIN BETWEEN STA: 100+00 AND STA: 112+36.8

DESCRIPTION:

This special provision Bid Item consists of all installation and restoration associated with constructing a 12-inch ductile iron water main by open-cut trench installation methods, or a 12-inch ductile iron water main by horizontal directional drill methods or installing 16-inch HDPE water main by horizontal directional drill methods between STA 100+00 and 112+36.8.

Work includes but not limited to all materials, equipment, labor and incidentals necessary to complete the work and be performed per the 2026 City of Madison Standard Construction Specifications and all applicable Contract Special Provisions herein, including but not limited to any applicable clearing & grubbing activities required to adequately perform the required work. If clearing & grubbing activities are required, the proposed removals must be reviewed and approved by the Engineer prior to proceeding with any vegetation removals. Construction activities related to connecting to the existing water main at STA 100+00, insulation installation, erosion control, dewatering or wetland seeding are not covered by this special provision. All permit requirements remain in effect regardless of the Contractor's selected construction method for water main construction along this segment of the project – see Special

Provisions Section 108.2: PERMITS and Attachment A TC Energy Engineering Guidelines for additional information.

METHOD OF MEASUREMENT:

CONSTRUCT WATER MAIN BETWEEN STA: 100+00 and STA: 112+36.8 is measured as a lump sum price.

BASIS OF PAYMENT:

CONSTRUCT WATER MAIN BETWEEN STA: 100+00 and STA: 112+36.8 is paid for as a complete unit at the Contract price, Payment shall be considered full compensation for all water main related work between STA: 100+00 and 112+36.8.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**PRESSURE ZONE 4 INTERSTATE CROSSING
CONTRACT NO. 9593**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2026 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. N/A through N/A to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Bith
SIGNATURE

Vice President
TITLE, IF ANY

Sworn and subscribed to before me this
1 day of April, 20 24.

Kathleen
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1-6-27

Bidders shall not add any conditions or qualifying statements to this Proposal.



Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

**PRESSURE ZONE 4 INTERSTATE CROSSING
CONTRACT NO. 9593**

Small Business Enterprise Compliance Report

**This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.**

Cover Sheet

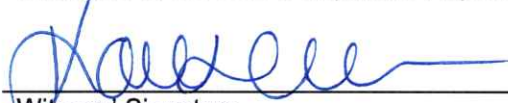
Prime Bidder Information

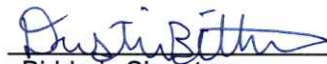
Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202 Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: Dustin Bittner / Vice President

Prime Bidder Certification

I, Dustin Bittner, Vice President of
Name Title
Speedway Sand & Gravel Inc. certify that the information
Company

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.


Witness Signature


Bidder's Signature

04/02/2026
Date

**PRESSURE ZONE 4 INTERSTATE CROSSING
CONTRACT NO. 9593**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Burse Surveying & Engineering	Construction Staking	0.5 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>0.5</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	_____ % x 0.6 = _____	% (discounted to 60%)
Total Percentage of SBE Utilization:	<u>0.5</u>	%.

Pressure Zone 4 Interstate Crossing

CONTRACT NO. 9593
 DATE: 4/2/2026

**Speedway
 Sand &
 Gravel, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,980.00	\$4,980.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$190,120.00	\$190,120.00
20221 - TOPSOIL - S.Y.	7550.00	\$5.00	\$37,750.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	40.00	\$8.00	\$320.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	40.00	\$6.00	\$240.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	120.00	\$5.00	\$600.00
20701 - TERRACE SEEDING - S.Y.	3750.00	\$2.25	\$8,437.50
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$100.00	\$500.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$567.00	\$1,134.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$2,345.00	\$2,345.00
21022 - SILT FENCE - PROVIDE INSTALL & MAINTAIN - L.F.	2100.00	\$2.45	\$5,145.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	8.00	\$275.00	\$2,200.00
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	8.00	\$25.00	\$200.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	8.00	\$25.00	\$200.00
30201 - TYPE A CONCRETE CURB & GUTTER - L.F.	40.00	\$43.00	\$1,720.00
30301 - 5" CONCRETE SIDEWALK - S.F.	120.00	\$9.00	\$1,080.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	15.00	\$23.00	\$345.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	30.00	\$223.00	\$6,690.00
40218 - TACK COAT - GAL	20.00	\$3.00	\$60.00
40301 - FULL WIDTH GRINDING - S.Y.	225.00	\$18.25	\$4,106.25
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$200.00	\$200.00
50226 - UTILITY TRENCH PATCH TYPE III - S.Y.	50.00	\$45.00	\$2,250.00
50801 - UTILITY LINE OPENING - EACH	3.00	\$800.00	\$2,400.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	40.00	\$107.50	\$4,300.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1470.00	\$164.25	\$241,447.50
70013 - HORIZONTAL DIRECTIONAL DRILL 16 INCH PIPE - L.F.	900.00	\$366.70	\$330,030.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	4.00	\$8,415.00	\$33,660.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$11,235.00	\$22,470.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	1.00	\$2,900.00	\$2,900.00
70081 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$825.00	\$825.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	10.00	\$60.00	\$600.00
70107 - REMOVAL OF EXCESS AMOUNTS OF BOULDERS - C.Y.	10.00	\$54.00	\$540.00
90001 - WETLAND SEEDING - S.Y.	3800.00	\$1.50	\$5,700.00
90002 - TEMPORARILY REMOVE & REPLACE BERM - LUMP SUM	1.00	\$19,730.00	\$19,730.00
90003 - CONSTRUCTION STAKING - LUMP SUM	1.00	\$15,230.00	\$15,230.00
90004 - GROUND PROTECTION MATTING - S.Y.	3500.00	\$1.22	\$4,270.00
90005 - CONSTRUCT WATER MAIN BETWEEN STA: 100+00 & 112+36.8 - LUMP SUM	1.00	\$378,217.00	\$378,217.00
37 Items	Totals		\$1,332,942.25



Department of Public Works
Engineering Division
James M. Wolfe, P.E. City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Architect
Amy Loewenstein Scanlon, AIA

Principal Engineer 2
Janet Schmidt, P.E.

Principal Engineer 1
Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity and Deposit Company of Maryland

a corporation of the State of Illinois (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2026 through January 31, 2028.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Speedway Sand & Gravel Inc.
COMPANY NAME AFFIX SEAL

Dec 4, 2025
DATE

By: *Janice Ryan*
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 5, 2025
DATE

By: *Nicole Stilling*
SIGNATURE AND TITLE Nicole Stilling, Attorney-in-Fact



This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 26 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

November 5, 2025
DATE

Nicole Stilling
AGENT SIGNATURE Nicole Stilling
Holmes, Murphy and Associates, LLC
1818 Parmenter Street, Suite 240
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

(612) 349-2400
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)	
FROM: February 1, 2026	TO: January 31, 2028
NAME OF SURETY	
Fidelity and Deposit Company of Maryland	
NAME OF CONTRACTOR	
Speedway Sand & Gravel Inc.	
CERTIFICATE HOLDER	
City of Madison, Wisconsin	

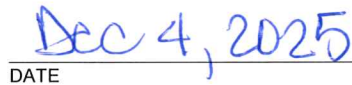
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE



DATE

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of November, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION H: AGREEMENT

THIS AGREEMENT made this 1st day of May in the year Two Thousand and Twenty Six between **Speedway Sand & Gravel, Inc** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Apr 21, 2026** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and Agreement; perform all items of work covered or stipulated in the Proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

Pressure Zone 4 Interstate Crossing CONTRACT NO. 9593

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED FORTY TWO AND 25/100 (\$1,332,942.25)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
B. Affirmative Action. The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form

will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmation action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 or 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503
6. **Contractor Hiring Practices.**
Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, “Arrest and Conviction Record” includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

“Conviction record” includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

“Background Check” means the process of checking an applicant’s arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant’s arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

- c. **Exemptions:** This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the

venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8. **Counterparts, Electronic Signature, and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wisc. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

Pressure Zone 4 Interstate Crossing


CONTRACT NO. 9593


IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

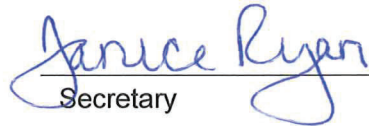
Speedway Sand & Gravel, Inc

Company Name


 April 22, 2026
Witness Date

 April 22, 2026
V. President Date

 April 22, 2026
Witness Date

 April 22, 2026
Secretary Date

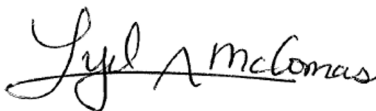
CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/01/26

Date




Lydia A. McComas, City Clerk

04/30/2026

Date

Provisions have been made to pay the liability that will accrue under this contract.

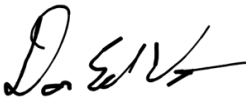


David P Schmiedicke, Finance Director

05/01/2026

Date

Approved as to form:



for Michael Haas, City Attorney

05/01/2026

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES-26-00206 ID No. 92522, adopted by the Common Council of the City of Madison on April 21, 2026.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **Speedway Sand & Gravel, Inc** as principal, and Fidelity and Deposit Company of Maryland Company of _____ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED FORTY TWO AND 25/100 (\$1,332,942.25)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**Pressure Zone 4 Interstate Crossing
CONTRACT NO. 9593**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effort.

Signed and sealed this 22nd day of April, 2026

Countersigned:

Speedway Sand & Gravel, Inc

Company Name (Principal)

[Signature]
Witness

[Signature]
President Seal NA

[Signature]
Secretary

Fidelity and Deposit Company of Maryland

Surety

Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact Nicole Stillings



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

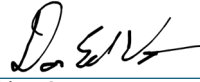
April 22, 2026
Date

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

05/01/2026

Date



for City Attorney

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790